



# **Request for Proposal RFP-ADM06-5-REVISED**

## **INTERNAL AUDIT PROGRAM SERVICES**

**Internal Audit Program Services  
RFP Administrator:  
County of San Bernardino  
Auditor/Controller-Recorder  
222 W. Hospitality Lane  
San Bernardino, CA 92415**

# **Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services**

## **I. INTRODUCTION**

### **A. Purpose**

This Request for Proposal (RFP) is to solicit proposals from qualified firms (VENDOR) to provide internal audit services to Omnitrans outlined in Section V (Scope of Work). The County of San Bernardino Auditor/Controller-Recorder is administering this RFP for the benefit of Omnitrans but all services included in the RFP shall be performed for and administered by Omnitrans.

### **B. Period of Agreement**

The term of this agreement is anticipated to be from December 1, 2006 for a three-year period with an option for Omnitrans to extend the agreement for two additional one year periods.

### **C. Minimum Vendor Requirements**

All Vendors must:

1. Have at least three (3) years experience in providing these type services for other governmental entities.
2. Provide at least three (3) references for which like services have been performed within the past five (5) years.
3. Meet other presentation and participation requirements listed in this RFP.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs, and have no unsatisfactory record of performance with any public agency.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

### **D. Questions**

Questions regarding the services being requested or the contents of this RFP must be submitted in writing on or before 3:00PM (Local Time) on July 28, 2006 and directed to the individual listed in Part I, Section G. The questions and responses will be posted on the San Bernardino County, Auditor/Controller-Recorder website at [www.sbcounty.gov/acr](http://www.sbcounty.gov/acr) by August 4, 2006.

### **E. RFP Addenda/Clarifications**

If it becomes necessary for Omnitrans to revise any part of this RFP, or to provide clarification or additional information after the proposal is released, a written addendum will be posted to the San Bernardino Auditor/Controller-Recorder website. It shall be the responsibility of the proposers to check the Auditor /Controller-Recorder website for any addenda issues. All addenda shall become part of the RFP.

### **F. Pre-Proposal Conference**

There will be a Pre-Proposal Conference at the Omnitrans Office in the Library Conference Room, 1700 West Fifth Street, San Bernardino, California, 92411 on July 20,

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2006 at 2:00PM. Attendance at the conference is not mandatory but information may be discussed during this conference which could provide VENDORS valuable information in the preparation of the proposals. Omnitrans may issue an addendum to the RFP after the proposal conference if Omnitrans considers that additional clarifications are needed. Any additional questions and answers resulting from this conference will also be posted to the Auditor/Controller-Recorder website noted in D above by August 4, 2006.

### **G. Correspondence**

All correspondence, including proposals, is to be submitted to:

**Howard M. Ochi, Chief Deputy Auditor  
County of San Bernardino  
Auditor/Controller-Recorder Office  
222 W. Hospitality Lane, Fourth Floor  
San Bernardino, CA 92415  
(909) 386-8822  
Fax (909) 386-8830  
Email: [hochi@acr.sbcounty.gov](mailto:hochi@acr.sbcounty.gov)**

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile.

### **H. Proposal Submission Deadline**

All proposals must be received at the address listed above, no later than 3:00PM on August 25, 2006. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

### **I. Admonition to Vendors**

Once this RFP has been issued, VENDORS are specifically directed not to contact Omnitrans, SANBAG or County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the VENDOR. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph G.

## **II. PROPOSAL TIMELINE**

Pre-Proposal Conference	July 20, 2006@ 2:00 PM
Deadline for Submission of Questions	July 28, 2006@ 3:00 PM
Posting of Answers on Website	August 4, 2006@ 4:00 PM
Deadline for Submission of Proposals	August 25, 2006@ 3:00 PM
Evaluation and Vendor Presentations	September 2006
Tentative—Presentation to Admin & Finance Committee	October 9, 2006
Tentative—Contract Award Target Date	November 1, 2006
Tentative—Anticipated Date the Contract shall begin	December 1, 2006

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### **III. PROPOSAL CONDITIONS**

#### **A. Contingencies**

This Request for Proposal (RFP) does not commit Omnitrans to award an agreement. Omnitrans reserves the right to accept or reject any or all proposals if Omnitrans determines that it is in its best interest to do so. All proposals will become part of Omnitrans' official files without obligation on its part. The lack of response to this RFP will not prevent the VENDOR'S inclusion in future proposals. However, we do appreciate that you communicate to us in writing the reason for which you do not intend to submit a proposal.

#### **B. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

Omnitrans realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of Omnitrans. Price may not be the sole factor upon which Omnitrans' decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. Omnitrans will make the award based upon the proposal, which best meets its need. Omnitrans may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

#### **C. Modifications**

Omnitrans reserves the right to issue addenda or amendments to this RFP.

#### **D. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the VENDOR'S responsibility to ensure that its proposal arrives on or before the specified time.

#### **E. Incurred Costs**

This RFP does not commit Omnitrans to pay any costs incurred in the preparation of a proposal in response to this request and VENDORS agree that all costs incurred in developing this proposal are the VENDOR'S responsibility.

#### **F. Negotiations**

Omnitrans may require the potential VENDOR selected to participate in negotiations, and to submit revisions of their proposals as may result from negotiations.

#### **G. Final Authority**

The final authority to award an agreement as a result of this RFP rests solely with the Board of Directors of Omnitrans.

### **IV. BACKGROUND**

Omnitrans is the regional transit system that operates throughout the urbanized valley area of San Bernardino County. The service area boundaries are the San Bernardino Mountains in

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the north; from Chino, Montclair, and Ontario in the west; Yucaipa and Redlands in the east; and the County line to the south. The system was created in 1976 through a joint powers agreement. Currently, the Omnitrans joint powers agreement includes 15 cities and certain unincorporated areas of San Bernardino County, covering approximately 480 square miles.

The following is information for the 2005 National Transit Database (rounded) regarding Omnitrans:

Population	1.5M
Annual Passenger Miles	77M
Annual Vehicle Revenue Miles	11M
Annual Vehicle Revenue Hours	832,000

The total operating expenses, exclusive of depreciation, for fiscal year ended June 30, 2005 was \$64 million.

### Definitions

All references in this document to the following terms have the meanings set forth below:

- a. "RFP" means this Request for Proposal.
- b. "Bid" or "Proposal" refers to the written submission by a proposer in response to this RFP. The terms *bid* and *proposal*, *vendor*, *bidder* and *proposer* are interchangeable as relates to this procurement. "Contract" or "Agreement" means any contract relating to this RFP.
- c. "Contractor" means the proposer who is awarded the contract relating to this RFP.
- d. "Work" means all the labor, materials, equipment, supplies, service and other items necessary for the execution, completion and fulfillment of the requirements set forth herein.

## V. SCOPE OF WORK

- A. Omnitrans is requesting proposals from qualified firms of certified independent accountants to perform internal audit services for a three-year period, with an option exercisable by Omnitrans to extend the agreement for two additional one year periods of internal audit services.

The selected audit firm (Contractor) will effectively be responsible for the internal audit function of Omnitrans and report to the Board of Directors through the Administrative and Finance (A&F) Committee. All management functions, departments and operations of Omnitrans may be subject to these audits and reviews. The Contractor will (1) increase operational efficiency and effectiveness as a result of these audits, (2) provide the Omnitrans with an independent, fair, objective, and reliable assessment of Omnitrans management practices, and compliance with established policies and procedures, (3) perform proposal cost and price reviews, and (4) work interactively with Omnitrans management to ensure that prevailing business practices make the best use of the resources available to the agency.

The Contractor will be required to determine the internal controls environment, assess risks, and develop an annual audit work plan/budget in conjunction with the A&F Committee, to be approved by the Board of Directors. The plan should include at least 3 to 4 audits each year. Based on the approved annual audit work plan, the Contractor will provide internal audit services to Omnitrans. The following may be addressed by the Contractor:

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Financial/Compliance Audits  
Operational Audits  
Construction and Engineering Audits  
Information Systems Audits  
Pre-award reviews of vendor proposed pricing  
Investigative Reviews  
Contract Closeout  
Special Reviews  
Administrative Assistance

All audits are to be performed in accordance with one or more of the following:

- generally accepted auditing standards (GAAS),
- the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards,
- the provisions of the Federal Single Audit Act of 1984, the Single Audit Amendments of 1996,
- the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organization,
- the Government Accounting Standards Board (GASB), and
- the Institute of Internal Auditors (IIA).

### **B. Deliverables**

The Contractor will provide the following:

1. Risk Assessment report which will identify auditable functions, and categorize them into high, medium or low risk and also identify the controls that have been implemented to mitigate the risks.
2. Report on the review of the internal controls which will include recommendations for improvements, if necessary.
3. An internal audit work plan that will identify the functions, cycle of the regular audits to be performed and budgeted hours.
4. Audits of the selected functions and resulting reports.
5. Report to the A&F Committee on a quarterly basis as to the status of current internal audits and progress on improvement recommended by previous audits.

An internal audit report will be issued for each scope-defined audit. The audit report will contain, as a minimum, the following elements:

- The objective and scope of the engagement.
- A management summary of the results of the audit.
- The specific findings, with adequate descriptions of the weaknesses identified.
- The appropriate and reasonable recommendations to correct the identified weaknesses.
- Response to findings and recommendations by responsible Omnitrans management.
- An overall opinion.
- Proposed calendar for correction and follow-up of corrections.

## **VI. GENERAL AGREEMENT TERMS**

The Proposer and Contractor agree to be bound by the terms set forth herein throughout the RFP process and in the award and administration of a contract arising out of this RFP.

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### **A. General**

#### **1. Representation of Omnitrans**

In the performance of the Agreement, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of Omnitrans.

#### **2. Contractor Primary Contact**

The CONTRACTOR will designate an individual to serve as the primary point of contact for the Agreement who shall act as the Project Director. CONTRACTOR or designee must respond to Omnitrans inquiries within two (2) business days. CONTRACTOR shall not change the Project Director without the written consent of Omnitrans. Contractor will also designate a back-up point of contact in the event the primary contact is not available. Failure to comply with these terms may be deemed a material breach of the Agreement resulting in termination of the Agreement.

#### **3. Change of Address**

CONTRACTOR shall notify Omnitrans in writing, of any change in mailing address within ten (10) business days of the change.

#### **4. Subcontracting**

CONTRACTOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from Omnitrans. Any subcontracting shall be subject to the same terms and conditions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's contract and compliance with Omnitrans Procurement Policies and Procedures.

#### **5. Agreement Assignability**

Without the prior written consent of Omnitrans, the agreement is not assignable by CONTRACTOR either in whole or in part.

#### **6. Agreement Amendments**

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

#### **7. Termination for Convenience**

Omnitrans for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR shall deliver promptly to Omnitrans and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

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### **8. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 INDEMNIFICATION.

### **9. Venue and Governing Law**

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County. This RFP and any contract arising here from shall be governed by the laws of the State of California.

### **10. Jury Trial Waiver**

CONTRACTOR and Omnitrans hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either CONTRACTOR against Omnitrans or Omnitrans against CONTRACTOR on any matter arising out of, or in any way connected with this Agreement, the relationship of CONTRACTOR and Omnitrans, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

### **11. Licenses and Permits**

CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR will notify Omnitrans immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

### **12. Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the CONTRACTOR shall notify Omnitrans within one (1) working day, in writing and by telephone.

### **13. Conflict of Interest**

CONTRACTOR shall make all reasonable efforts to ensure that no Omnitrans or County of San Bernardino officer or employee, whose position in Omnitrans or County of San Bernardino enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR.



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### **14. Improper Consideration**

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of Omnitrans or County of San Bernardino in an attempt to secure favorable treatment regarding this Agreement.

Omnitrans, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Omnitrans with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

CONTRACTOR shall immediately report any attempt by an Omnitrans, member City or County of San Bernardino officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee. In the event of a termination under this provision, Omnitrans is entitled to pursue any available legal remedies.

### **15. Inaccuracies or Misrepresentations**

If in the course of the RFP process or in the administration of a resulting Agreement, Omnitrans determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to Omnitrans, the VENDOR may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, Omnitrans is entitled to pursue any available legal remedies.

### **16. Employment of Former Omnitrans and County Officials**

CONTRACTOR agrees to provide or has already provided information on former Omnitrans employees or County of San Bernardino administrative officials (as defined below) who are employed by or represent VENDOR or CONTRACTOR. The information provided includes a list of former Omnitrans employees or county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of VENDOR or CONTRACTOR. For purposes of this provision, "county administrative official" is defined as a member of the Board of Director or Board of Supervisors or such official's staff, Omnitrans Administrative Management (CEO, AO, Department Director) or County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

### **17. Confidentiality**

Any Omnitrans materials to which the Vendor or Contractor or its agents or assigns has access or materials prepared by the Vendor or Contractor during the course of this Agreement shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Vendor or Contractor as necessary to accomplish the rendition of services set forth under this Agreement. Vendor or

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Contractor shall not release any reports, information of promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the Omnitrans' Director of Marketing.

### **18. Payment**

VENDOR shall be paid for services under this agreement on a monthly basis. However, not more than 90% of the contract amount for each fiscal year will be paid until receipt of all deliverables listed under Section V, Scope of Work.

### **19. Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Vendor or Contractor pursuant to this RFP/Agreement shall be considered property of Omnitrans upon payment for services. All such items shall be delivered to Omnitrans at the completion of work under this Agreement, subject to the requirements of Section VI, A-7 (Termination for Convenience). Omnitrans shall have access to and copies of these materials during progress of the work. If any materials are lost, damaged or destroyed before final delivery to Omnitrans, the Vendor or Contractor assumes all risk of loss, damage or destruction of or to such materials. Unless otherwise directed by Omnitrans, VENDOR may retain copies of such items.

### **20. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor or Contractor's relationship with Omnitrans may be made or used without prior written approval of Omnitrans CEO/General Manager.

### **21. Price Guarantee and Price Escalation**

Prices quoted for the scope of Work will be considered firm for the entire period of a resulting agreement unless otherwise stated.

Omnitrans requires validation of cost increase prior to any price escalation adjustment. A minimum of sixty (60) days advance notice is required to secure such adjustments. No retroactive pricing adjustments will be considered. Written approval of Omnitrans must be obtained prior to the effective date of any adjustments.

### **22. Disclosure of Criminal and Civil Proceedings**

Omnitrans reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. Omnitrans also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been

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indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to Omnitrans. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

### **23. Disadvantaged Business Enterprises**

Omnitrans, as a recipient of federal financial assistance from the Federal Transit Administration (FTA) is required to implement a Disadvantaged Business Program in accordance with federal regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

#### **A. Nondiscrimination Assurance**

Contractor shall not discriminate on the basis of race, color, national origin, disability, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as Omnitrans deems appropriate.

Pursuant to 49 CFR Section 26.13, the Consultant shall obtain the foregoing assurance from subcontractors in any agreements it makes for the performance of this contract.

#### **B. Definition of DBE**

A DBE is a for-profit, small business concern: (1) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; (2) whose management and small business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and (3) whose average annual gross receipts for the previous three years do not exceed \$16.6 million. There is a rebuttable presumption that socially and economically disadvantaged individuals are persons who are citizens or lawful permanent residents of the United States and who are: Black Americans; Hispanic Americans; Native Americans; Asian-Pacific Americans; Subcontinent Asian; Women; or other minorities found to be disadvantaged by the Small Business Administration, as further defined in 49 CFR Part 26. Additionally, any individual may demonstrate by a preponderance of evidence, that he/she is socially and

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economically disadvantaged on a case-by-case basis pursuant to 49 CFR Section 26.67.

If any individual DBE owner described above is relied upon for establishing the DBE status of the firm, and has a personal net worth exceeding \$750,000.00 (excluding his or her ownership interest in the applicant/certified DBE firm and the individual's primary residence), that individual's presumption of economic disadvantage is conclusively rebutted. In that case, a DBE firm must demonstrate 51% ownership and control by other socially and economically disadvantaged individuals to maintain eligibility for DBE certification.

### **C. DBE Goal**

An annual overall DBE goal is established by the Omnitrans' Boards of Directors on a fiscal year basis for the participation of DBEs in DOT-funded contracts. The goal is calculated as a percentage of the total amount of federal funds anticipated to be expended on contracts during the fiscal year. The Agency's FY 2005-2006 proposed overall annual goal is three percent (3%).

### **D. DBE Participation**

As part of its proposal to perform services pursuant to the Agreement, Contractor shall identify subcontracting opportunities, if any, make outreach efforts to solicit subproposals from subcontractors, including DBEs, and select qualified subcontractors, including DBEs, on a nondiscriminatory basis to perform such work.

Agencies may develop DBE participation goals for individual Agreements that have subcontracting possibilities, if necessary to fulfill the annual overall DBE goal for the contract year in question, taking into consideration such factors as DBE availability for the work, and actual utilization of DBEs during the contract performance period. In such event, Contractor shall demonstrate compliance with the DBE participation goal or its good faith efforts to do so. If an Agreement's DBE participation goal is not met, Contractor shall submit evidence of its good faith efforts to obtain DBE participation, as further described in the Agency's Disadvantaged Business Enterprise Program and as set forth in 49 CFR Part 26, Appendix A.

Contractor shall provide Omnitrans with the following information in its proposal:

1. The names and addresses of the DBE firms that will participate in the work;
2. A description of the work each DBE will perform;
3. The dollar amount of each DBE firm's participation;
4. Written confirmation that Contractor has committed to use the specified DBE firms for the identified work;
5. Written confirmation from the DBE firms that they will participate in the work as specified by the Contractor; and
6. A list of all subcontractors from whom subcontracts were solicited or sub-bids were received, including the firm name, firm address, status as a DBE or non-DBE, age of the firm and annual gross receipts of the firm.

In addition, each Proposal shall include a description of the Contractor's process for identifying and selecting subcontractors. Omnitrans may require Contractor to provide supplemental information as they deem necessary to determine whether the subcontractor process was performed on a nondiscriminatory basis.

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### **E. Monitoring of Payments to DBEs**

Consultant shall furnish documentation satisfactory to Agency that the work committed to DBEs was actually performed by the DBEs. Requests for progress payments shall include a summary of payments actually made to DBEs during the invoicing period, and a total of all payments made to date under the contract. DBE participation shall be credited toward the DBE overall participation goal only when payments are actually made to DBE firms.

### **24. Equal Employment Opportunity**

In connection with the performance of this Agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **25. Federal Requirements**

This project may be financed in part by funds from the Federal Transit Administration. Accordingly, federal requirements apply to this contract and if those requirements change then the changed requirements shall apply to the project as required.

### **26. Title VI Compliance**

During the performance of this Agreement, the Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time which are incorporated by reference and made a part of this contract.

### **27. Access Requirements For Individuals With Disabilities**

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 et seq. and 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612; and implementing regulations, as may be amended.

### **28. Interest Of Members Of Or Delegates To Congress**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

### **29. Conservation**

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

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### 30. Patent Rights

If any invention, improvement or discovery of Contractor is conceived or first actually reduced to practice in the course of or under this Agreement which invention, improvement or discovery may be patentable under the Patent Laws of the United States or any foreign country, Contractor shall immediately notify Omnitrans and provide a detailed report. The rights and responsibilities of Omnitrans, Contractor and the federal government with respect to such invention will be determined in accordance with applicable federal laws, regulations, policies and any waivers thereof.

### 31. Rights In Data

- A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as, punched cards, magnetic tape or computer memory printouts; and information retained in computer memory.

Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to project administration.

- B. The following restrictions apply to all subject data first produced in the performance of this Agreement:
1. Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of Omnitrans, until such time as Omnitrans may have either released or approved of the release of such data to the public. This restriction or publication, however, does not apply to Agreements with academic institutions.
  2. As authorized by 49 C.F.R. Part 18.34, the Government (FTA) reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
    - (a) Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement or third-party contract, irrespective of whether or not a copyright has been obtained; and
    - (b) Any rights of copyright to which Omnitrans, Contractor or a third-party Contractor purchases ownership with Federal assistance.
- C. When FTA provides assistance to Omnitrans for a project involving planning, research, development or demonstration, it is FTA's intent to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work of participants in that work. Therefore, unless FTA determines otherwise, the Contractor agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental,

## **Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services**

developmental, or research work which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined in 31.A. and shall be delivered as Omnitrans or the Federal Government may direct. This subsection does not apply to adoptions of automatic data processing equipment or programs for Omnitrans or the Contractor's use whose costs are financed in the whole or part with federal assistance provided by FTA for transportation capital projects.

- D. Contractor shall indemnify and save and hold harmless the federal government and Omnitrans, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the recipient of proprietary rights, copyrights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement.
- E. Nothing contained in this clause shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license of other right otherwise granted to the federal Government under any patent.
- F. Subsections c) and d) above are not applicable to material furnished to the Contractor by Omnitrans and incorporated in the work furnished under the contract; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.
- G. In the event that the work which is the subject of this Agreement is not completed, for any reason whatsoever, all data generated under this Agreement shall become subject data as defined in this Section and shall be delivered as Omnitrans may direct.

### **32. Antitrust Claims**

The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to both the Contractor(s) and its subcontractors:

"In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder."

### **33. Damages**

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Agreement on the part of the Contractor or any agent or person employed by it shall be sustained by the Contractor.

## Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services

### 34. Waiver Of Conditions

The waiver of any provision, term or condition in this Agreement by Omnitrans on any particular occasion shall not constitute a general waiver of provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of this Agreement.

### 35. Severability

If any part of this Agreement is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

## B. Indemnification and Insurance Requirements

### 1. Indemnification

The CONTRACTOR agrees to indemnify, defend and hold harmless Omnitrans and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR'S acts, errors or omissions and for any costs or expenses incurred by Omnitrans on account of any claim therefore, except where such indemnification is prohibited by law.

### 2. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown by insurance companies that are State of California admitted or approved and have current A.M. Best's rating of not less than **A**:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If CONTRACTOR has no employees, it may certify or warrant to Omnitrans that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the authorized member of Omnitrans' management.

With respect to CONTRACTORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the authorized member of Omnitrans' management determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or



## **Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services**

- d) Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

### **3. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Omnitrans and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

### **4. Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against Omnitrans, its officers, employees, agents, volunteers, contractors and subcontractors.

### **5. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Omnitrans.

### **6. Proof of Coverage**

The Contractor shall immediately furnish certificates of insurance to Omnitrans evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Omnitrans. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.

### **7. Insurance Review**

The above insurance requirements are subject to periodic review by Omnitrans. Omnitrans is authorized, but not required, to reduce or waive any of the above insurance requirements whenever authorized member of Omnitrans' management determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of Omnitrans. In addition, if Omnitrans determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, Omnitrans may change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Omnitrans, inflation, or any other item reasonably related to Omnitrans' risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

## **Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services**

### **C. Right to Monitor and Audit**

#### **1. Right to Monitor**

Omnitrans shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with Omnitrans in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by Omnitrans.

In the event Omnitrans determines that Contractor's performance of its duties or other terms of this Agreement are deficient in any manner, Omnitrans will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or Omnitrans at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Contractor under this Agreement or otherwise.

#### **2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by Omnitrans representatives for a period of three years after final payment under the Agreement or until all pending Omnitrans, State and Federal audits are completed, whichever is later.

## **VII. PROPOSAL SUBMISSION**

### **A. General**

1. All interest and qualified VENDORS are invited to submit a proposal for consideration. Submission of a proposal indicates that the VENDOR has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of Omnitrans. All proposals received are subject to the "California Public Records Act."

### **B. Proposal Presentation Instructions**

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

## Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services

2. One (1) original and four (4) copies, total of five (5), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, (Proposal Timeline). The original and all copies must be in a sealed envelope or container stating on the outside: VENDOR Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. Omnitrans will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax should not be included in VENDOR'S quotation.
4. Hand carried proposals may be delivered to the address listed in Section I, F, only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and up to 2 pm on the day of the deadline, excluding holidays observed by the County of San Bernardino. VENDORS are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

Omnitrans reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

### VIII. PROPOSAL FORMAT

**Please do not include any additional information that is not required by this RFP.** Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- A. Cover Page** – Attachment B is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the VENDOR.
- B. Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- C. References** - Provide three (3) references from other agencies that you have provided these services for. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment A.
- D. Proposed Costs** – The submitted schedule should clearly show, by each district listed in Attachment C, the proposed hours, the rate per hour, and the total cost for each fiscal year. If the estimated number of hours worked is exceeded, Omnitrans bears no responsibility to compensate the Vendor for those hours.
- E. Statement of Certification** – Include the following in this section of the proposal:
  1. A concise statement of the product(s)/services proposed and the overall cost.
  2. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
  3. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective VENDOR or competitor for the purpose of restricting competition.

## **Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services**

4. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warrant, the falsity of which will entitle Omnitrans to pursue any remedy by law.
5. A statement that the VENDOR agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
6. A statement that the VENDOR agrees to provide Omnitrans with any other information Omnitrans determines is necessary for an accurate determination of the VENDOR'S ability to perform the services as proposed; and
7. A statement that the prospective VENDOR, if selected will comply with all applicable rules, laws and regulations.

### **F. Proposal Description** – A detailed description of the proposal being made.

1. The proposal should address, but is not limited to, all terms in Section V, including the proposed cost for the option period.
2. The proposal should include the following:
  - A brief synopsis of the VENDOR'S understanding of Omnitrans' needs and how the VENDOR plans to meet these.
  - An explanation of any assumptions and/or constraints.

### **G. Statement of Qualifications** – Include the following in this section of the proposal

1. Number of years the prospective VENDOR has been in business under the present business name, as well as related prior business names.
2. A list of references with which VENDOR has provided similar services during the last three (3) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who Omnitrans can call in order to verify the quality of services your organization/firm has provided.
3. Include the qualifications of all managers and staff that will be assigned to the project and a statement that the listed staff will be assigned to the project for the duration of the agreement.

### **H. Employment of Former Omnitrans or County Officials**

Provide information on former Omnitrans or County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "county administrative official" is defined as a member of the Board of Directors or Board of Supervisors or such official's staff, Omnitrans Administrative Management (CEO, AO, Department Director) or County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

## **Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services**

### **I. Insurance**

Submit evidence of ability to insure as stated in Section VI, B, Indemnification and Insurance Requirements.

### **J. Submission of Forms**

See attached Forms to be completed and submitted with the proposal.

## **IX. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

All proposals will be subject to a standard review process developed by Omnitrans. The evaluation will be based on the written proposal as submitted, but may include an oral interview with the VENDOR.

### **B. Evaluation Criteria**

#### **1. Initial Review**

All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a.** The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b.** Prospective VENDORS must meet the requirements as stated in the Minimum VENDOR Requirements as outlined in Section I, C.

Failure to meet any of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by Omnitrans to be immaterial or inconsequential. In such cases, the VENDOR will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or Omnitrans may elect to waive the deficiency and accept the proposal.

#### **2. Final Review**

Proposals meeting the above requirements will be evaluated on the basis of the following criteria (listed in order of priority):

- a.** VENDOR'S qualifications and experience in performing the services requested in this RFP, and VENDOR'S proposed plan to achieve the Scope of Work, as outlined in Section V.
- b.** Proposed cost of service.

Selection will be based on determination of which proposal best meets the needs of Omnitrans and the requirements of this RFP.

## **Request for Proposal RFP-ADM06-5-REVISED - Internal Audit Program Services**

### **C. Evaluation Committee**

The evaluation team shall consist of representatives from among Omnitrans Administrative and Finance Committee, representative from SANBAG, Omnitrans Administrative staff, and the Auditor Controller-Recorder Office (Chief Deputy Auditor and Manager-Internal Audits).

### **D. Agreement Award**

Agreement(s) will be awarded based on a competitive selection of the proposals received. The contents of the RFP and proposal of the successful VENDOR will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

### **E. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Auditor/Controller-Recorder.

Grounds for an appeal are that Auditor/Controller-Recorder failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The Auditor/Controller-Recorder will consider only those specific issues addressed in the written appeal.

The Auditor /Controller-Recorder or designee shall consider the request and respond in writing within ten (10) calendar days of the date of the recommended award or denial of awards letters. The Auditor/Controller-Recorder will consider any matter appealed during a scheduled hearing, within thirty (30) calendar days of receipt. The decision of the Auditor/Controller-Recorder shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

Larry Walker, Auditor/Controller-Recorder  
County of San Bernardino  
Auditor/Controller-Recorder  
222 W. Hospitality Lane, 4<sup>th</sup> Floor  
San Bernardino, CA 92415

### **F. Final Authority**

The final authority to award an Agreement rests solely with the Board of Directors for Omnitrans.

**Omnitrans RFP-ADM06-5-REVISED Internal Audit Program Services**  
**Attachment A – References**

<b>Name of Agency</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>Dates services provided (from/thru)</b>

**Omnitrans RFP-ADM06-5-REVISED Internal Audit Program Services  
Attachment B – Cover Sheet**

**PROPOSAL FOR INTERNAL AUDIT PROGRAM SERVICES FOR OMNITRANS**

**VENDOR'S NAME** (*name of firm, entity or organization*):

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**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

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**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

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**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**VENDOR'S ORGANIZATIONAL STRUCTURE**

\_\_\_ Corporation    \_\_\_ Partnership    \_\_\_ Proprietorship    \_\_\_ Joint Venture

\_\_\_ Other (explain): \_\_\_\_\_

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**If Corporation,      Date Incorporate:** \_\_\_\_\_ **State Incorporated:** \_\_\_\_\_

**States Registered in as foreign corporation:**

**VENDORS SERVICES OR BUSINESS ACTIVITES OTHER THAN WHAT THIS RFP REQUESTS:**

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**VENDOR'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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**SUBMISSION OF FORMS**  
**RFP-ADM06-5-REVISED**  
**INTERNAL AUDIT PROGRAM SERVICES**

<b>Contract No. Consultant:</b>		<b>Consultant Initials</b>	<b>Page 1 of 2</b>	
Project Manager: Street: City:                      St:                  Zip: Phone:    Ext.:  Fax: Email:		Subconsultant to:  Services to be furnished:  Location where work is to be performed:  <b>Total Amount of Proposal: \$</b>		
DETAILED DESCRIPTION OF COST ELEMENTS				
1. LABOR (specify function/title)	ESTIMATED HOURS	RATE PER HOUR	ESTIMATED COST	TOTAL ESTIMATED COST
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
<b>TOTAL DIRECT LABOR</b>				\$
2. LABOR OVERHEAD	OVERHEAD RATE	x BASE	ESTIMATED COST	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
<b>TOTAL LABOR OVERHEAD</b>				\$
3. TRAVEL			ESTIMATED COST	
a.	Transportation		\$	
b.	Per Diem or Subsistence		\$	
<b>TOTAL TRAVEL COST:</b>				\$
4. SUBCONSULTANTS (Itemize on Page 2)				\$
5. OTHER DIRECT COSTS (Itemize on Page 2)				\$
6. TOTAL DIRECT COST AND OVERHEAD (Inclusive of Labor, Labor Overhead, and Travel)				\$
7. GENERAL AND ADMIN. EXPENSE				
Based upon:    Labor Only       Labor & Overhead       Labor, Overhead, & Travel				
_____ % x _____				\$
8. FEE (Attach Justification)				\$
<b>TOTAL ESTIMATED COST AND FEE:</b>				\$

**OMNITRANS**  
**1700 WEST FIFTH STREET**  
**SAN BERNARDINO, CALIFORNIA 92411-2499**  
**RFP-ADM06-5-REVISED FORMS**

<b>Contract No.</b> <b>Consultant:</b>		<b>PROPOSAL PRICING FORM</b>		<b>Page 2 of 2</b>	
<b>SUPPORTING SCHEDULE</b>					
<b>4. SUBCONSULTANTS</b>					
		\$			
		\$			
		\$			
		\$			
		\$			
<b>TOTAL SUBCONSULTANTS:</b>			\$		
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>			<b>ESTIMATED COST</b>	
<b>5.</b>	<b>Other Direct Costs</b>				
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
	<b>TOTAL OTHER DIRECT COSTS:</b>			\$	
<p>Consultant certifies that estimated costs were prepared in accordance with the Generally Accepted Accounting Principles (GAAP) of the United States and in accordance with the Federal cost principles.</p>					
<b>Consultant Name:</b>  <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>Signature</div><div style="width: 45%;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>Date</div></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>Printed Name</div><div style="width: 45%;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>Printed Title</div></div>				<b>Date Prepared:</b>  <div style="border-bottom: 1px solid black; margin-top: 20px;"></div>	

OMNITRANS  
1700 WEST FIFTH STREET  
SAN BERNARDINO, CALIFORNIA 92411-2499

**RFP-ADM06-5-REVISED FORMS**

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**Above pricing includes everything necessary to perform the requirements of the contract. Omnitrans reserves the unilateral right to authorize the award of option terms associated with Agreement No. RFP-ADM06-5-Internal Audit Services.**

In order to ensure the uniform assessment of all bid submittals by Omnitrans' Evaluation Committee, proposers **MUST** utilize this form. Omnitrans' Evaluation Committee will determine the highest quality proposal for the lowest cost by assessing definable costs associated with the timely performance of the requirements of this RFP. All costs necessary to complete the terms of this RFP must be included in the appropriate box(es).

Include all direct and indirect costs including labor, wages, travel, lodging, meals, rentals, taxes, and other pricing elements that are necessary to fulfill the requirements of the contract. Attach additional sheets to fully disclose and detail pricing information. State the applicable fully-loaded rates and the number of hours for the services being offered IN A SEPARATE PRICING DETAIL as described in the RFP.

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Bidder's Company Name .....

(corp./partner/proprietor) .....

Principle Office Address .....

City, ST, Zip .....

Phone Number .....

Fax Number .....

E-mail Number .....

Federal Employer I.D. Number .....

Title of Person Authorized to Sign .....

Print Name Authorized to Sign .....

Authorized Signature .....

Date Signed .....

**Subscribed and sworn this day of \_\_\_\_\_ 2006**

**Notary Public Signature \_\_\_\_\_ Commission Expires \_\_\_\_\_**

**OMNITRANS  
1700 WEST FIFTH STREET  
SAN BERNARDINO, CALIFORNIA 92411-2499  
RFP-ADM06-5-REVISED FORMS**

**Acknowledgment Of Amendments (Required)**

*Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.*

The bidder acknowledges the receipt of amendment(s) to this PROPOSAL as numbered and dated:

Amendment No. <u>01</u>	Date <u>                    </u>
Amendment No. <u>02</u>	Date <u>                    </u>
Amendment No. <u>03</u>	Date <u>                    </u>
Amendment No. <u>04</u>	Date <u>                    </u>
Amendment No. <u>05</u>	Date <u>                    </u>
Amendment No. <u>06</u>	Date <u>                    </u>
Amendment No. <u>07</u>	Date <u>                    </u>
Amendment No. <u>08</u>	Date <u>                    </u>
Amendment No. <u>09</u>	Date <u>                    </u>
Amendment No. <u>10</u>	Date <u>                    </u>

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Bidder's Company Name	.....
Legal Structure (corp./partner/proprietor)	.....
Principle Office Address	.....
City, ST, Zip	.....
Phone Number	.....
Fax Number	.....
E-Mail	.....
Federal Employer Identification Number	.....
Title of Person Authorized to Sign	.....
Print Name of Person Authorized to Sign	.....
Date Signed Authorized and Signature	.....

**OMNITRANS  
1700 WEST FIFTH STREET  
SAN BERNARDINO, CALIFORNIA 92411-2499  
RFP-ADM06-5-REVISED FORMS**

**AFFIDAVIT OF NON-COLLUSION (Required)**

*Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.*

I hereby swear (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the proposal(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

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Bidder's Company Name .....

Legal Structure (corp./partner/proprietor) .....

Principle Office Address .....

City, ST, Zip .....

Phone Number .....

Fax Number .....

E-Mail .....

Federal Employer Identification Number .....

Title of Person Authorized to Sign .....

Print Name of Person Authorized to Sign .....

Date Signed Authorized and Signature .....

Subscribed and sworn this day of \_\_\_\_\_ 2006

Notary Public Signature \_\_\_\_\_ Commission Expires \_\_\_\_\_

**OMNITRANS  
1700 WEST FIFTH STREET  
SAN BERNARDINO, CALIFORNIA 92411-2499  
RFP-ADM06-5-REVISED FORMS**

### Request for Clarifications, Recommendations, Approved Equals

*Submit this form, or a form in similar format, with your requests for approved equals. Incomplete requests will be rejected. Submit your request by the due date in the Schedule.*

Request #:	Section #:	Page #	Subsection #:	Paragraph #:
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
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87	87	87		

Clarifications, Recommendations, Approved Equal Requests (include rationale):

Bidder's Company Name

### Principle Office Address

City, ST, Zip

Phone Number

Fax Number

E-Mail

Requestor's Name

Date Signed Authorized and Signature

**OMNITRANS  
1700 WEST FIFTH STREET  
SAN BERNARDINO, CALIFORNIA 92411-2499  
RFP-ADM06-5-REVISED FORMS**

**CURRENT CLIENT REFERENCES (Minimum Five Required)**

*Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.*

Company	_____
Address	_____
City, ST, Zip	_____
Phone Number	Fax Number
Contact Name/Title	_____
Type of Engagement	_____

Company	_____
Address	_____
City, ST, Zip	_____
Phone Number	Fax Number
Contact Name/Title	_____
Type of Engagement	_____

Company	_____
Address	_____
City, ST, Zip	_____
Phone Number	Fax Number
Contact Name/Title	_____
Type of Engagement	_____

Company	_____
Address	_____
City, ST, Zip	_____
Phone Number	Fax Number
Contact Name/Title	_____
Type of Engagement	_____

Bidder's Company Name	_____
Legal Structure (corp./partner/proprietor)	_____
Principle Office Address	_____
City, ST, Zip	_____
Phone Number	_____
Fax Number	_____
E-Mail	_____
Federal Employer Identification Number	_____
Title of Person Authorized to Sign	_____
Print Name of Person Authorized to Sign	_____
Date Signed Authorized and Signature	_____



**OMNITRANS**  
**1700 WEST FIFTH STREET**  
**SAN BERNARDINO, CALIFORNIA 92411-2499**  
**RFP-ADM06-5-REVISED FORMS**

**CLIENT REFERENCES (Continued)**

*List in order of most recent first*  
*Make additional copies as required*

Company	_____
Address	_____
City, ST, Zip	_____
Phone Number	Fax Number
Contact Name/Title	_____
Type of Engagement	_____
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Company	_____
Address	_____
City, ST, Zip	_____
Phone Number	Fax Number
Contact Name/Title	_____
Type of Engagement	_____
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Address	_____
City, ST, Zip	_____
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City, ST, Zip	_____
Phone Number	Fax Number
Contact Name/Title	_____
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Type of Engagement	_____
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Company	_____
Address	_____
City, ST, Zip	_____
Phone Number	Fax Number
Contact Name/Title	_____
Type of Engagement	_____
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**OMNITRANS**  
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**DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**  
**(required >\$100,000)**

*Submit this form with PROPOSAL, failure to do so is grounds for disqualification.*

**One (1) form required of each bidder and subcontractor having greater than a \$100,000 share of the bid.** U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on “Debarment and Suspension,” 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

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*An explanation must be attached to this certification regarding any exception(s).*

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

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Bidder's Company Name	.....
Legal Structure (corp./partner/proprietor)	.....
Select One	<input type="checkbox"/> Prime or <input type="checkbox"/> Subcontractor (submit after award)
Principle Office Address	.....
City, ST, Zip	.....
Phone Number	.....
Fax Number	.....
E-Mail	.....
Federal Employer Identification Number	.....
Title of Person Authorized to Sign	.....
Print Name of Person Authorized to Sign	.....
Date Signed Authorized and Signature	.....

**OMNITRANS  
1700 WEST FIFTH STREET  
SAN BERNARDINO, CALIFORNIA 92411-2499  
RFP-ADM06-5-REVISED FORMS**

**List Of Subcontractors and DBE's (Required >1/2% Share Of Bid)**

*Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.*

**One (1) form required of each bidder and proposed subcontractor having greater than 1/2% share of the bid/proposal.** Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes <input type="checkbox"/> No <input type="checkbox"/>

Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes <input type="checkbox"/> No <input type="checkbox"/>

Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes <input type="checkbox"/> No <input type="checkbox"/>

Total DBE participation	Dollars	% of Total Contract
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Bidder's Company Name
Legal Structure (corp./partner/proprietor)
Principle Office Address
City, ST, Zip
Phone Number
Fax Number
E-Mail
Federal Employer Identification Number
Title of Person Authorized to Sign
Print Name of Person Authorized to Sign

Date Signed Authorized and Signature

**DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)**

**OMNITRANS  
1700 WEST FIFTH STREET  
SAN BERNARDINO, CALIFORNIA 92411-2499  
RFP-ADM06-5-REVISED FORMS**

**NOT ON COMPTROLLER GENERAL'S LIST OF INELIGIBLE CONTRACTORS**

**(Required)**

*Submit this form with the PROPOSAL, failure to do so is grounds for disqualification.*

The Bidder certifies that it is NOT on the U.S. Comptroller General's list of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

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Bidder's Company Name	.....
Legal Structure (corp./partner/proprietor)	.....
Principle Office Address	.....
City, ST, Zip	.....
Phone Number	.....
Fax Number	.....
E-Mail	.....
Federal Employer Identification Number	.....
Title of Person Authorized to Sign	.....
Print Name of Person Authorized to Sign	.....
Date Signed Authorized and Signature	.....

**OMNITRANS**  
**1700 WEST FIFTH STREET**  
**SAN BERNARDINO, CALIFORNIA 92411-2499**  
**RFP-ADM06-5-REVISED FORMS**

**RESTRICTIONS ON LOBBYING (Required >\$100,000)**

*Submit this form before final contract award, failure to do so is grounds for disqualification.*

**One form required of bidder and subcontractor having greater than a \$100,000 share of the bid.** 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name	
Legal Structure (corp./partner/proprietor)	
Select One	<input type="checkbox"/> Prime or <input type="checkbox"/> Subcontractor (submit after award)
Principle Office Address	
City, ST, Zip	
Phone Number	
Fax Number	
E-Mail	
Federal Employer Identification Number	
Title of Person Authorized to Sign	
Print Name of Person Authorized to Sign	
Date Signed Authorized and Signature	

### **BIDDERS LIST INFORMATION (Required)**

Omnitrans has a contractual responsibility to the FTA to develop a Bidders List that contains the following information, therefore, all bidders ***MUST*** supply it for each firm, including both DBEs (Disadvantaged Business Enterprise) and non-DBEs, that bid, propose or quote on sub-contracts for this project:

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

**(DUPLICATE THIS FORM AS REQUIRED)**